

**APPENDIX J**

**TENDER OF SERVICE  
PERSONAL PROPERTY NONTEMPORARY STORAGE (NTS)**



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## SECTION A – SIGNATURE PAGE

## NTS Tender of Service

1. I understand that this Tender of Service and applicable Schedules of Services and Rates for Personal Property are binding.
2. I will submit to the appropriate Regional Storage Management Office, the Nontemporary Storage Tender of Service Signature Page (NTSTOSSP) certifying that I have read and understand the terms and conditions and agree to provide service as set forth in this Tender of Service. I will retain the actual Tender of Service for my files.
3. As required on the NTSTOSSP, I agree to either certify that I am not under the common financial and/or administrative control with any other moving & storage company(ies) (legal entities) or to provide a list of the moving & storage company(ies) (legal entities) with which I have common financial and/or administrative control relationship. As used herein, the term “common financial and/or administrative control” means the power, actual as well as legal, to influence the management, direction, or functioning of a business organization. Circumstances surrounding organization or operation that may, but do not always, result in a common financial and/or administrative control relationship include the following:
  - a. Majority or minority ownership
  - b. Familial relationships
  - c. Voting of securities
  - d. Common directors, officers and/or stockholders
  - e. Voting or Holding trusts
  - f. Associated companies
  - g. Contract or debt relationships
4. I understand that submission of this NTSTOSSP, hereafter referred to as Tender of Service, is a prerequisite to my consideration for Department of Defense (DOD) approval for participation in the Nontemporary Storage Program; that it does not obligate the government in the distribution of shipments; and that such submission indicates that I consider myself to be qualified, willing and able to accept shipments from military activities and seek such shipments under the terms set forth herein. I will be notified of changes to the Tender of Service by mail. Changes, additions, and deletions are effective upon receipt of notification unless specifically stated otherwise.
5. I agree to comply with all requirements of the Nontemporary Storage Program as prescribed by Headquarters (HQ) (Military) Surface Deployment and Distribution Command and promulgated by the Regional Storage Management Offices.
6. I agree to maintain an administrative file, keeping documentation up to date. This includes the NTSTOSSP, financial data, and changes in ownership, rate schedules and all qualification documents.

**Nontemporary Storage Tender of Service Signature Page**

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Date Submitted:

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This Signature Page certifies that I have read and understand all the terms and conditions set forth in the NTS Tender of Service received from the Military Surface Deployment and Distribution Command (SDDC). I agree to accept and provide service under the terms and provisions of this Tender of Service Dated \_\_\_\_\_, and all amendments thereto.

Completion of approval documentation certifies that the foregoing statements are true and complete. Any misrepresentation or falsification may be subject to prosecution under 18 USE 1001.

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**PART I – CERTIFICATION**

1. I certify that I meet the specific Qualification Requirements as indicated below, otherwise, approval will not be granted.
    - a. Have and will maintain valid appropriate Operating Authority(ies) and Licenses
    - b. Have and will provide a Certificate of Warehouseman's Legal Liability that meets program requirements
    - c. Meets and will maintain required financial ratios. Will provide financial statements certified by either a qualified third party or authorized company official on an annual basis or as required by the Regional Program Manager
    - d. Meets the requirement of having been in business for at least one year
    - e. Will provide all documentation requested by the Regional Program Manager relating to acceptance of this Tender of Service
-

Standard Carrier Alpha Code (SCAC): \_\_\_\_\_ CAGE Code: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Doing Business As (DBA): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Commercial Telephone Number: (include area code) \_\_\_\_\_

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PART III – OFFICIAL (s) AUTHORIZED TO NEGOTIATE AND/OR SUBMIT CERTIFICATIONS /  
DOCUMENTS RELATING TO PERFORMANCE UNDER THIS TENDER OF SERVICE

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Official Name: \_\_\_\_\_ Official Title: \_\_\_\_\_

Official Name: \_\_\_\_\_ Official Title: \_\_\_\_\_

Official Name: \_\_\_\_\_ Official Title: \_\_\_\_\_

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PART IV – SMALL BUSINESS CERTIFICATION

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CERTIFICATION STATEMENT:

I certify that I have read the small business criteria under which business may be considered to be a small business and that under this criteria I certify that the company is a small business: Yes \_\_\_\_ No \_\_\_\_.

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PART V – CERTIFICATION

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CERTIFICATION STATEMENT

By submitting the NTS Tender of Service Signature Page, I \_\_\_\_\_ agree to abide by the terms of the NTS Tender of Service and other terms and conditions applicable to the Personal Property Program. I certify that the information in this application is true and correct. [FALSE CERTIFICATION IS A VIOLATION OF USC1001 AND PUNISHABLE BY LAW].

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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This form was submitted on \_\_\_\_\_

This form was accepted/approved by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE OF SERVICES AND RATES FOR PERSONAL PROPERTY

Rates listed in this schedule shall be inclusive of all charges for labor, materials, vans and equipment and incidental facilities and services necessary for the performing of the storage and related services specified in this schedule. All services to be performed under this schedule should be in accordance with requirements for services for storage of personal property. All **service orders** are subject to a minimum weight of 500 pounds.

PARTICIPANT #:		MOD#:	EFFECTIVE DATE:	
TITLE	DESCRIPTION			RATE
ITEM I PACKING	Packing and protection required by and incident to drayage, marking, tagging and inventorying for storage (includes flat wardrobes) (rate per cwt.)			\$
ITEM II SPECIAL SERVICES	a. Wardrobes: Upright wardrobes with minimum 18 inch bar. (cost each) b. Inventory of high value items. (Cost per inventoried carton)			\$ \$
ITEM III DRAYAGE	Pickup at location, loading, weighing, drayage to warehouse and unloading onto warehouse platform. (Rate per cwt.)	ZONE 1		\$
		ZONE 2		\$
		ZONE 3		\$
		ZONE 4		\$
		ZONE 5		\$
		ZONE 6		\$
ITEM IV HANDLING IN	Handling in, labor and equipment required to place in storage from warehouse platform, wrapping for storage which is in addition to that required for drayage to participant's warehouse and preservation of items for and during the storage period. (Rate per cwt.)			\$
ITEM V STORAGE	Storage per Clause H-4, Tender of Service (Rate per cwt. per month)			\$
ITEM VI HANDLING OUT	Handling out, labor and equipment required to remove from storage and place onto warehouse platform. (Rate per cwt.)			\$
ITEM VII DELIVERY	Delivery, to include loading at participant's warehouse platform and drayage to destination, unloading, including the reassembly of items disassembled for storage, recording overage, shortage or damage, as appropriate and placing in designated rooms in accordance with specifications. (Rate per cwt.)	ZONE 1		\$
		ZONE 2		\$
		ZONE 3		\$
		ZONE 4		\$
		ZONE 5		\$
		ZONE 6		\$
ITEM VIII UNPACKING	Unpacking, including unpacking all crates & cartons. Removing from owner's residence all empty containers, packing materials and other debris accumulated incident to unpacking. (Rate per cwt.)			\$

SERVICE AREA:

Geographic Description of Zones shown in Items III and VII above.

ZONE 1	
ZONE 2	
ZONE 3	
ZONE 4	
ZONE 5	
ZONE 6	

### PARTICIPANT CERTIFICATION STATEMENT

I certify that I have valid operating authority for zones in which I have submitted rates.

TYPED NAME (LAST, FIRST, MIDDLE INITIAL)

SIGNATURE

DATE SIGNED

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### REGIONAL PROGRAM MANAGEMENT OFFICER APPROVAL

The above Schedule of Services and Rates for Personal Property is approved for use as of the above effective date.

TYPED NAME (LAST, FIRST, MIDDLE INITIAL)

SIGNATURE

DATE SIGNED

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## PART I - SECTION C - TECHNICAL PROVISIONS

C-1 SCOPE

a. The purpose of this Tender of Service is to establish the terms and conditions under which the participant will provide necessary supervised labor, materials, and equipment for storage of personal property and related services under orders issued from time to time by the Transportation Officer or his representative. This Tender of Service does not obligate the Government to issue any orders for any services.

b. The participant shall furnish all necessary supervised labor, materials, drayage, vehicle equipment and warehouse space for the storage of personal property and the performance of related services as specified in the Service Order for Personal Property (DD Form 1164), (attachment 2), issued by the Transportation Officer or his representative at the using activities.

c. The rights and obligations of the parties to the Tender of Service shall be subject to and governed by the provisions of the Tender of Service and the order(s) issued hereunder.

d. The Regional Program Management Officer will review the Tender of Service and supporting documents annually.

e. The following terms used throughout this Tender of Service have the meaning as set forth below

(1) "Transportation Officer" means an individual of a using activity authorized to issue Service Orders for Personal Property (DD Form 1164), (Attachment 2), under this Tender of Service. The individual may be the Transportation Officer or his representative so authorized.

(2) "Using activity" means an installation, base or command of a military department or a Government agency which has been properly authorized to issue service orders under this Tender of Service.

(3) "Personal property" or "household goods" includes furniture, appliances, clothing, baggage, all other personal effects of a similar character, professional books, paper, and equipment, and other items authorized by entitlement.

(4) "Lot" means personal property placed in storage at Government expense and covered by one service order.

(5) "Storage period" means the period of time the participant has possession of the property pursuant to Government orders.

(6) "Owner" or "member" means the individual in whose name the property is stored under this Tender of Service.

(7) "Program" means the Department of Defense Personal Property Movement and Storage Program.

(8) "Regional Program Management Officer" means an individual in the Regional Storage Management Office (RSMO) authorized to enter into and administer Tenders of Service for nontemporary storage of personal property and issue related determinations and findings.

C-2 GENERAL REQUIREMENTSa. REMOVE SURVEY.

(1) I agree to perform a remove survey on nontemporary storage lots estimated at 3,000 pounds or more, at origin points within a 50-mile radius of the warehouse facility designated for storage. I understand this requirement will apply to only those lots on which I am provided a minimum of 5 working days advance notice of the pickup date requirement.

(2) I agree that if a telephone number is provided five (5) days in advance of pickup, I will make a telephone contact remove survey for nontemporary storage lots of lesser weights than indicated above, or for lots with origin points exceeding 50 miles of the warehouse facility designated for storage.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

## C-2 GENERAL REQUIREMENTS (Cont'd)

b. VEHICLE SPECIFICATIONS. Vehicles used in draying personal property under this Tender of Service shall be closed furniture vans. The interiors thereof shall be clean, dry, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed, and shall be provided with a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe delivery of the personal property. The tailgate of vans shall not be used for hauling of personal property unless specifically authorized in advance by the Transportation Officer. When tailgate loading is authorized the load shall not extend beyond the surface of the tailgate or above the top exterior surface of the vehicle and must be adequately protected against damage. Pallet-van packing may be used in lieu of closed vans provided protection is afforded against inclement weather and pilferage. Containers moving by flat-bed equipment in local pickup or delivery service will be covered with a waterproof tarpaulin or other material providing equal protection, when local weather conditions dictate. This waterproof tarpaulin will cover the cargo on the top and sides down to the vehicle bed and all surfaces of the overhang. In any event, such protective covering will be available in local pickup or delivery services. Equipment shall be in safe mechanical condition.

c. CONTAINERS AND MATERIALS. All containers and materials used shall be in new or sound condition, adequate for the use employed, and must be dry, clean, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed. If material is not new, all marks pertaining to any previous usage shall be completely obliterated prior to reuse. New material must be used for packing mattresses, box springs, linens, bedding and clothing. Egg crates, orange crates, plastic containers (Rubbermaid or similar) and similar types of containers shall not be used.

(1) BOXES. Wood or fiberboard boxes used as specified hereinafter shall be as follows: Wood-cleated fiberwood, wood-cleated plywood, nailed wood, wood-cleated veneer, paper overlaid, wire bound corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood or solid fiber and shall be well-manufactured and free from imperfections that shall affect their utility. Size and spacing of nails shall be in accordance with the best commercial practice. All unclinched nails shall be either cement coated or chemically etched.

(2) CARTONS. Cartons of solid or corrugated fiberboard may be used for packing linens, books, bedding, mattresses, lampshades, draperies, or similar articles. All cartons shall be adequate for the use employed. After packing, cartons must be closed and either glued, stapled (provided specialized stapling machines are used), or sealed by taping lengthwise at the joint on top and bottom. The sidewalls and ends of corrugated or solid fiber cartons shall have a minimum average bursting strength of 200 pounds per square inch. Cartons should be stacked in an upright position so as to minimize crushing. With the exception of mattress cartons, the inside dimensions of the carton--length, width, and depth totaled--shall not exceed 75 inches with a maximum weight limitation of 65 pounds. When determined by the Transportation Officer as necessary to assure protection, safe movement, and storage of articles, boxes, as indicated in (1) above, may be used in lieu of cartons. Cartons lacking a manufacturer's certification are not authorized for use.



## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-2 GENERAL REQUIREMENTS (Cont'd)

(3) FIBER DRUMS, DISH PACKS, AND CARTONS. Fiber drums, dish packs, or cartons with a capacity of not less than 5 cubic feet are to be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles. When packing of fragile items has been completed and space is left in a dish pack, such space may be used for packing other light items. Corrugated containers may be used in lieu of drum-type containers. The sidewalls and ends of the containers will be of a minimum bursting strength of 350 pounds per square inch. Not more than 120 pounds of material will be packed therein. The sum of the interior horizontal, and vertical girths will be not less than 157 inches for fiber drums, or other drum-type containers. The cube of corrugated containers will be determined by actual measurements. All fiber drums, or dish packs will be securely sealed and marked "THIS END UP".

(4) FILLER AND PADDING. Good quality cellulose wadding, fiberboard, corrugated fiberboard, styrofoam, or draft-type paper shall be used as a filler or for padding for general packing. Material shall be clean, dry, and free from vermin, or any substance injurious to the articles being packed.

(5) WRAPPING PAPER. All wrapping paper used shall be new or clean, kraft-type of not less than 30 pound weight except as otherwise provided herein. Unicellular polypropylene foam may be used providing it is new, clean and appropriate for the purposes intended. Each item of silverware, silver ornamentation, or brass/copper shall be completely wrapped in nontarnish tissue paper.

(6) PAPER - WAXED OR TREATED. All waxed paper used shall be new or clean manila wax or equivalent of not less than 30 pound weight. Treated paper shall be of "butcher" paper type, free from creases and folds.

(7) UNICELLULAR POLYPROPYLENE FOAM. All unicellular polypropylene foam wrapping material will be new, clean and will conform to Federal Specification PPP-C-1797.

d. PACKING AND PREPARATION FOR DRAYAGE AND/OR STORAGE. The participant shall be required to perform all packing and crating services in accordance with the following:

(1) All packing shall be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement and storage without damage to containers or contents and at a minimum of weight. Further, the number and weight of containers shall not be greater than necessary to accomplish efficient movement or storage. All containers must be properly sealed or secured.

(2) All finished surfaces whether wood, metal, or other material likely to be damaged shall be so protected as to prevent scratching and marring.

PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-2 GENERAL REQUIREMENTS (Cont'd)

(3) The use of damp, wet, or unclean materials is prohibited.

(4) Care shall be exercised to prevent loss or damage of personal property in process of packing, and the participant shall properly and amply protect property by utilizing proper protective measures and by stowing effects in a manner not likely to cause damage.

(5) For movement or storage, all fiber drums or dish packs shall be properly and clearly marked to indicate "TOP", "THIS END UP", or similar markings, and shall be so handled and placed.

(6) In the absence of any general or specific requirements or Tender of Service provisions, the services shall be performed in accordance with the best commercial practices.

e. **PICKUP AND DRAYAGE.** The participant is required to pick up personal property at locations designated in the service order and dray them to the participant's approved warehouse subject to requirements hereinafter specified. Pickup and drayage shall be completed on the date specified on the DD Form 1164 unless the Transportation Officer gives advance approval to a change in date(s). Pickup or delivery shall be completed at the member's residence or warehouse between 0800 and 1700 hours unless prior approval is received from the member or warehouseman. The participant shall complete wrapping/processing of items for storage, which is in addition to that required for drayage to the participant's approved warehouse, and preservation of items for and during the storage period, no later than the close of business the third (3rd) work day following the date of pickup of the property. When the prearranged time of pickup cannot be met, it is the participant's obligation to notify the member and Transportation Officer immediately. Clothing, mattresses, and fragile items, such as dishes, glassware, and lamps, shall be packed before being drayed. Items that do not require packing or crating may be moved in a loose condition and prepared for storage at the warehouse.

f. **DISPOSITION OF CONTAINERS AND PACKING MATERIALS.** All containers, cartons, and filler material required for packing and protection incident to movement shall remain with each lot until unpacking is performed at destination residence, whether or not the participant performs the unpacking services.

g. **PARTICIPANT PERSONNEL.** The personnel will be qualified to perform the assigned duties in the handling of personal property. They will be clean, neat and courteous. They will also be required to wear shirts in good repair with company logo's. If at any time, they appear to be under the influence of drugs or alcohol, use abusive language, are disrespectful to military and/or government personnel either verbally or in writing, or otherwise improperly perform according to provisions herein; qualified personnel, when requested by the personal property shipping office, will replace them. Actions listed in the previous sentence may constitute grounds for immediate suspension of orders placed under this Tender of Service.

C-3 SPECIAL REQUIREMENTS

a. **BOOKS.** Books shall be placed in cartons or boxes. All books of similar size shall be packed vertically together in rows. Pads of solid or corrugated fiberboard shall be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton or box and to prevent chafing. Books normally shall be packed not more than two rows high in a container.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-3 SPECIAL REQUIREMENTS (Cont'd)

b. CHINAWARE, GLASSWARE, CROCKERY, LAMPS, CLOCKS, STATUARY, VASES, AND BRIC-A-BRAC. Use of a clean packing material or other modern method (cell wrap, cell pack, or cells and dividers) of packing is required for the packing of glassware, chinaware, bric-a-brac, table lamp bases, and other similar fragile items. Wrapping and materials used shall be in accordance with the best commercial practices for the items being packed. Items shall be wrapped separately, except groups of flat items may be wrapped in bundles if properly divided and cushioned. The heaviest items shall be placed in the bottom of the containers. Fiber drums, dish packs, and other containers shall be packed as compactly as possible. Padding shall be pressed gently but firmly around each item and as many pieces shall be put in a container as safely possible. Any surface or edge of an article that is fragile must be protected with cushioning. Stemware shall be packed in containers bottom side up, and bundles of plates and dishes shall be placed in containers on edge.

c. ELECTRICAL OR ELECTRONIC EQUIPMENT - AUDIO/VIDEO EQUIPMENT, MICROWAVES, FANS, HEATERS, PORTABLE STOVES, SUNLAMPS, AND SIMILAR MINOR APPLIANCES. When necessary to protect electrical equipment for safe transportation or storage, such equipment shall be completely wrapped in kraft-type paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact between articles of one article with another and to eliminate movement of any one article in the container. When packing is not necessary, the items shall be properly wrapped or padded for protection.

d. KITCHENWARE. All kitchenware shall be packed and padded into containers. The heavier items shall be kept to the bottom of the container.

e. LINENS, DRAPERIES, CLOTHING AND LIKE ITEMS. Linens, towels, bedding, draperies, and other items of this type shall be packed into cartons that shall be completely sealed at residence. Clothing shall not be stored in closet bags. Flat wardrobe cartons shall be furnished for clothing unless the Transportation Officer authorizes the use of upright wardrobes. When upright wardrobes are used, no articles other than clothing on hangers shall be packed therein. Hangers must be removed from clothing packed in flat wardrobes.

f. MIRRORS, PICTURES, PAINTINGS, GLASS OR MARBLE TABLE TOPS, AND SIMILAR FRAGILE ITEMS. These articles shall be wrapped, properly cushioned, and packed in a crate or container (glass or mirror pack, dish pack) specifically designed for that purpose. When it is determined that crating of other than the above listed items is required, the participant must obtain approval of the Transportation Officer before performing such services. Not more than four articles shall be packed in any one crate or container. Specifications for packing mirrors are applicable to glass tops, glass faced pictures, and

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-3 SPECIAL REQUIREMENTS (Cont'd)

paintings. Such items shall be stored on edge. Marble tabletops shall be packed separately. Small pictures, mirrors, and other items of this type shall be packed carefully into cartons, and cushioned to prevent shifting or damage.

g. LAMPSHADES, ORNAMENTS, TOYS, ETC. All lampshades, Christmas ornaments, small toys, and other items easily crushed shall be wrapped and placed in cartons and shall be insulated from carton walls and from other items. Lampshades shall be wrapped individually with clean paper (not newspaper), or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damages.

h. SILVERWARE. Silverware shall be packed in cartons of proper size to fit articles being packed without loss of space. Each item shall be wrapped with nontarnish tissue paper (without sulphur) and appropriate pads shall be used to insulate and secure pieces in place. Cream pitchers, sugar bowls, and similar items shall be wrapped and cushioned in corrugated fiber cartons prior to being packed. Any items containing salt shall be emptied.

i. MATTRESSES. All mattresses, except those in hide-a-beds and/or sofa beds (see paragraph j below), regardless of size or construction, including box springs, must be placed in cartons of appropriate sizes and completely sealed at residence per paragraph C-2c(2). All cartons used, including those improvised on site, shall be new and have a minimum bursting strength of 200 pounds per square inch. Foam rubber and cotton mattresses shall be stored horizontally and not under pressure from other items.

j. UPHOLSTERED FURNITURE. Upholstered furniture, to include wicker and wood frame with cushions, shall be placed right side up on all legs on racks in special rooms or areas or in suitable containers so that nothing touches or presses against the upholstery. Mattresses shall not be removed from hide-a-beds and/or sofa beds which close in such a manner as to offer adequate protection; otherwise, they shall be removed and stored in accordance with paragraph i above, and the inventory annotated accordingly. Removable cushions shall be stored with the masterpieces.

k. RUGS. All rugs, rug pads and carpets shall be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads and carpets will be placed in individual dust-free cylinders, bags/covers of proper length or individually wrapped in 60-pound kraft-type wrapping paper and secured with tape or twine. Plastic sheeting/bags will not be used. All rugs and carpets will be stored in a horizontal position without folding or crushing any portion of the rug, carpet, or pad. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-3 SPECIAL REQUIREMENTS (Cont'd)

1. PHONOGRAPH RECORDS, TRANSCRIPTION TAPES, VIDEO CASSETTES, COMPUTER DISKETTES AND COMPACT DISKS. These items shall be packed and stored in such a manner that the records, tapes, cassettes and disks are standing vertically and protected so as to prevent physical damage.

m. FIREARMS. All firearms shall be protected from loss and damage during drayage and storage. They shall be identified on the inventory in accordance with paragraph C-5 and stored with the bulk of the lot unless the Regional Program Management Officer has previously approved, in writing, a separate secured storage area.

C-4 HANDLING AND OPERATING REQUIREMENTS

## a. PREPARATION OF ARTICLES.

(1) Articles having surfaces subject to damage by scratching, marring, or chafing shall be wrapped, at the time of loading, in furniture pads, covers, or other acceptable wrappers which are part of the participant's regular equipment.

(2) All nuts, bolts, and screws removed from personal property in preparation for drayage or storage shall be placed in a suitable bag, properly labeled and securely attached to the article from which removed. Component parts of a master item, removed for any reason, shall be securely wrapped into package form, identified as to contents, numbered and cross-referenced on the inventory to the master item from which removed.

(3) All articles shall be removed from chests of drawers, bureaus, clothes hampers, etc., and packed in appropriate containers prior to drayage. However, for lots identified as pending overseas movement, light nonbreakable items may be packed in dressers, bureaus, and similar items. Articles/items that are packed in dressers and chests must be light in nature, nonbreakable and of a character not normally susceptible to pilferage. Further, the chest/dresser must be of a reasonably sturdy construction to accept the additional weight packed therein without undue stress being placed on the chest/dresser that may cause damage. When articles are determined to meet the above criteria and packing within a chest/dresser is acceptable, the packed articles must be wrapped/cushioned to prevent shifting and movement during transit. As a minimum unprinted newsprint or other acceptable cushioning materials will be placed over the articles remaining in the chest/dresser and all void areas will be filled. Additionally, when articles remain in chests and dressers, the Household Goods Descriptive Inventory and/or warehouse receipt will be annotated to clearly and accurately describe the contents. The inventory will be further identified as participant packed.

(4) Nothing shall be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items which are required as an integral part of the appliance in its normal operation.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-4 HANDLING AND OPERATING REQUIREMENTS (Cont'd)

b. **APPLIANCE SERVICING.** Servicing, as used herein, consists of the following phases: (1) Preparing the appliance at origin residence, as opposed to normal wrapping and packing already provided for, so that they will safely withstand drayage, handling-in, and storage and (2) reversing the preparation when property is drayed to destination residence as per Item VII of the Schedule of Services and Rates for Personal Property, (Sec. B). Servicing shall apply to major household appliances that have free-moving parts, mechanisms, attachments, or accessories, the movement of which, if not properly serviced, would either damage the appliance or render it inoperative. Such servicing shall be in accordance with recommendations of the equipment's manufacturer. Examples of such appliances are washing machines, dryers, ironers, refrigerators, sewing machines, stereo systems, and other similar major appliance items. Servicing includes securing all loose and moving parts of washing machines, ironers, sewing machines, and similar items; securing the chassis of radio and hi-fi/stereo sets; and fastening motors. When property is drayed to residence as per Item VII of the Schedule of Services and Rates for Personal Property, servicing includes loosening chassis and similar functions necessary to place the appliance in an operating condition. Servicing does not include repairing the mechanical parts of the appliance at origin or when delivered to residence. Examples of disconnecting or reconnecting services not authorized are: removal or installation of television antennas; removal or installation of air conditioners; or plumbing, electrical or carpenter services, etc. When an appliance has been serviced at origin, such appliance shall be tagged, labeled, or clearly marked to indicate what must be done to replace the item in working condition at destination. In the event that servicing is not required, as per manufacturer's recommendation, a tag or label shall be affixed to indicate "no servicing required". Any and all servicing shall be the responsibility of the participant, whether such servicing is accomplished by the participant or by a servicing activity engaged by the participant. The participant shall also take necessary measures to protect the interior parts of refrigerators, deep freezers, and similar items to prevent damage by mold or mildew during the storage period.

c. **GUMMED TAPE, LABELS, ADHESIVES.** Gummed tape, labels, or other forms of adhesive applied to surfaces of personal property for identification or protection will damage property if left on the property for extended periods of time. In the placing of labels for identification purposes, care shall be taken to place the labels on the backs, inside or underneath portions in order to avoid damage. Adhesives applied to protect property from damages that may occur in handling and movement to storage shall be removed prior to placing the property in the storage location of the warehouse.

d. **MARKING.** Articles shall be properly identified at the time of pickup by affixing a numbered tag or tape to the article or packed carton/container. The member's name and the contents of cartons and containers shall be indicated with a marker using general terms such as linens, dishes, kitchenware, mirrors, etc. Each article, carton, or container shall be assigned a number that must correspond with the piece number indicated on the inventory. Each lot shall be separately identified by being assigned a lot number; each article, carton, or container shall have the lot number affixed thereon. The type of identification used and the method of affixing it to the article shall be such as not to damage any article so identified. All containers having breakable or fragile articles shall have the words "Glass", "Fragile", or "Handle with Care", as applicable, lettered on two opposite sides. Containers with articles to be kept upright shall have the word "UP" stenciled, hand-lettered or printed on four sides and within 6 inches of the top.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-4 HANDLING AND OPERATING REQUIREMENTS (Cont'd)

e. PROFESSIONAL BOOKS, PAPERS, AND EQUIPMENT. Professional books, papers, and equipment shall be identified by the member and packed separately from personal property. These items must be clearly identified, listed separately from other personal property on inventories and packing lists, and the containers must be weighed separately from the rest of the storage lots and the total weight of these items properly annotated on the appropriate documents. When actual weight of professional books, papers, and equipment cannot be obtained, the Transportation Officer may authorize the use of a constructive weight of 40 pounds per cubic foot and the participant shall annotate the inventory to indicate constructive weight.

f. EXPENSIVE AND VALUABLE ITEMS. When items are declared by the member to be expensive and valuable and the member determines the services as provided for herein are not adequate, special handling shall be provided at the request of the member and additional charges, if any, for such special handling shall be at the expense of the member. If the member requests insurance coverage, the participant shall inform the member how such coverage may be obtained.

g. MEMBER-PACKED PROPERTY. The participant shall inspect all member packed property to ascertain the contents, condition of the contents and that only articles authorized to be stored under this Tender of Service are contained therein. Furthermore, when it is determined by the participant that property requires repacking, the participant shall perform such repacking. Once inspected or repacked, the cartons then become participant packed and will be so noted on the descriptive inventory. If the member refuses to permit inspection or repacking, the participant shall request instructions from the Transportation Officer, prior to continuing the pickup of the item(s) in question. A record of the instructions received will be placed in the member's file.

h. ORIGINAL MANUFACTURERS' CARTONS. Any original manufacturers' carton will be inspected for proper packaging and to ensure it meets minimum carton specifications. If necessary the contents will be repacked or the carton placed into an appropriate container that meets all required carton specifications, to include size and bursting strength.

i. DETERMINATION OF WEIGHTS. (Gross weight, tare weight, net weight, and constructive weight)

(1) The gross, tare, and net weight of each shipment will be provided by the participant, on a weight ticket obtained from a U.S. Government scale (if available), or state certified public truck scale or platform scale. All public scales must be maintained in accordance with the regulations of the state, commonwealth or district having jurisdiction over the scales. All personnel designated to operate the scales shall be licensed, or otherwise qualified as weighmasters, as required by the applicable regulatory body.

(2) Each weight ticket shall reflect the service member's name, rank, service order number of the shipment, location/address of scales, and signature of the qualified weighmaster. No other alterations shall be made. The original of the weight ticket will be furnished to the Transportation Officer in accordance with paragraph C-7c, and a true copy will be retained by the participant, attached to the warehouse receipt or service order.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-4 HANDLING AND OPERATING REQUIREMENTS (Cont'd)

(3) The tare weight shall be obtained prior to the loading of any shipments, by weighing the vehicle with all pads, dollies, hand trucks, ramps, and any other equipment necessary to perform the services. No persons shall be on (or in) the vehicle at the time of weighing. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when tare weighing is the first weighing performed. The gross weight shall be obtained, on a separate ticket, by the same procedures, after the vehicle has been loaded. The same weight ticket may be used only if both weights are obtained at the same scale. The net weight of the lot shall be obtained by deducting the tare weight from the gross weight.

(4) In the case of multiple shipments or partial loads on the same vehicle, the vehicle will be weighed under the same procedures for the initial tare weight. As each shipment is loaded, a gross weight ticket will be obtained. The gross weight for the previous shipment will subsequently become the tare weight for the next shipment.

(5) When no certified scale (U.S. Government or State) is available at the point of origin, the gross weight shall be obtained at the nearest certified scale (U.S. Government or State), either in the direction of the movement of the shipment, or in the direction of the next pickup or delivery. If no certified scale (U.S. Government or State) is available at origin or any point enroute, or at destination, a constructive weight of 7 pounds per cubic foot, of properly loaded van space, may be used, if approved by the Transportation Officer.

(6) A participant may substitute a certified platform scale for obtaining the net weight of a shipment. In the event the lot is containerized, a separate weight ticket for each container is required. The participant will annotate the following on the weight ticket: "Platform Scale Used".

(7) Additionally, the Transportation Officer or representative shall be permitted to accompany in their own conveyance, observe, and inspect, any weighing procedures, at no additional expense to the Government.

(8) When a lot has been removed from storage and weighed two or more times prior to delivery to a residence and each subsequent weight obtained is found to be at least 200 pounds less than the weight originally obtained by the participant, payment for services performed shall be based on the lowest weight. In the event the participant has been paid on a higher weight, the participant shall make reimbursement to the U.S. Government. When an inventory item is missing at destination, the NTS participant will not be responsible for the weight variance if the item was tendered from NTS to the Transportation Service Provider (TSP). Should the reweigh exceed the storage weight by 200 pounds, necessary action will be initiated by the Transportation Officer for reimbursement of payments to the storage participant based on the lowest weight. When a local delivery is requested, only one weight is necessary.



## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-4 HANDLING AND OPERATING REQUIREMENTS (Cont'd)

j. **PACKING AND LOADING AT ORIGIN.** Packing and loading shall include removing from the member's premises all empty containers, packing materials, and other debris accumulated incident to packing and loading.

k. **DELIVERY AND UNLOADING.** The participant shall deliver the property to the destination indicated on the DD Form 1164 which includes: unloading at member's residence; reassembly of items disassembled for storage; servicing of appliances; recording overage, shortage or damage, as appropriate; and one time placing of items in designated rooms in accordance with the property owner.

l. **UNPACKING AT DESTINATION.** The participant shall perform unpacking services as indicated on the DD Form 1164, and services shall be completed at the member's residence between the hours of 0800 and 1700 unless prior approval is received from the member. On a one- time basis, all boxes, cartons, and/or crates will be unpacked and the contents will be placed in a room designated by the property owner, e.g., kitchenware in the kitchen, unpacked and placed on kitchen counters, tables, or other flat surfaces. The unpacking will be performed at the time the property is delivered to residence unless specifically waived in writing by the member at the time of delivery. The waiver will be held in the participant's file for further reference. When unpacking services are ordered, they shall consist of the following:

(1) Unpacking all containers and placement of the contents in such a manner as to be readily available for use by the member.

(2) Removing from the member's premises all empty containers, packing materials, and other debris accumulated incident to unpacking unless otherwise specifically requested in writing by the member.

m. **SPECIAL SERVICING.** Articles of an unusual nature may require special servicing for safe transportation and storage. The approval for servicing these articles will be negotiated between the Transportation Officer and the participant prior to performance. Prices are expected at fair and reasonable levels, with the Government as a preferred customer. Rate comparison techniques should be used to assure the reasonableness of the lowest rate available. The agreed rate is a one-time purchase of the services needed and has no effect on subsequent required services. When it is determined by the Transportation Officer that these articles require special handling, which the participant is unable to perform, the Transportation Officer may authorize the participant to utilize a professional third party and/or an hourly rate may be used as a basis for the performance of such services. Authorization and payment for the required services will be shown on DD Form 1164 as required by Clause K-2, "Extras". The agreed upon services and cost of these services will be noted on DD Form 1164. The participant's invoice will include the third party's paid billing as the substantiation of costs.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-5 INVENTORY

a. In conjunction with the member or the member's authorized agent, the participant, at the time of pickup, shall prepare an accurate, legible inventory (an original and three (3) copies) listing of all items received, including contents of cartons in general terms such as dishes, linens, etc., bearing the signature of the member or the member's representative and the participant or the participant's representative, both certifying to the correctness of the inventory. The listing of articles shall be specific to include make, model, color, and serial number when these are visible on the outside of the item. If serial number is not available, annotate inventory with "No Serial Number". Such words as "household goods/personal property" or other general descriptive terms shall not be used. Special care shall be exercised to ensure that the inventory reflects the true condition of the personal property as received. General terms such as marred, scratched soiled, worn, torn, gouged, and the like shall not be used unless they are supplemented with an actual description of the degree and location of the exception. Ditto marks and other types of lines, arrows, etc. shall not be used.

b. The listing of upholstered furniture and rugs shall be specific as to color, description (striped, floral, etc.), number of cushions or approximate rug size. All washers, dryers, major electrical appliances and audio-visual equipment will include make, model, and serial number. All firearms shall be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge. Motorcycles shall be inventoried as one article, listing its serial number, make, model, year, and mileage when easily available and open to view on the exterior of the item. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle, (Attachment 9) or similar form, may be used to annotate descriptive information and condition of motorcycle.

c. The inventory and service order for storage lots designated for overseas delivery shall be clearly marked "for overseas later". Upon ordering out of storage, a descriptive listing of inventory item numbers five, ten, and fifteen of the lot, will be listed on the DD Form 1164 and coordinated between the participant and the shipping activity to confirm the proper items/lot is being released for shipment overseas.

d. The Household Goods Descriptive Inventory (Attachment 4), a format or a facsimile thereof containing the same information, shall be used by the participant to meet the inventory requirements contained in this provision, a through f.

e. Exception and location symbols used to describe the condition of the items listed on the inventory must be as shown in Attachment #4.

f. The inventory shall show (1) participant's name and mailing address; (2) destination completed to identify and locate the warehouse(s) in which the lot is stored; (3) member's name, grade or rank, and social security number; (4) pickup address; (5) service order number; (6) Tender of Service and effective modification number; (7) participant's lot number; (8) page number and number of pages; and (9) total number of items covered by the inventory.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-5 INVENTORY (Cont'd)

g. A legible copy of the completed inventory shall be furnished to the member or the member's agent at the time of pickup. The original and one copy shall be furnished to the using activity and a legible copy retained by the storage participant. When a combination inventory-warehouse receipt is used, the original and one copy will be furnished to the Transportation Officer and the participant shall retain a legible copy. In the event that, upon checking the lot into the warehouse, items are discovered which were omitted from the inventory at residence, they shall be added to the original and annotated as additional items not shown on the copy furnished at time of pickup.

h. For those items separated and identified as expensive and valuable items by the member or the member's agent, and authorized by the Transportation Officer, a detailed inventory will be prepared by the participant and certified by the member or the member's agent. This special high value inventory will become an addendum to the total inventory bearing the signature of the participant or the participant's representative. The listing of expensive and valuable items in cartons will be in specific terms such as: "8 silver forks, 8 silver spoons, 1 silver ladle."

i. When the storage participant handles a lot out to a TSP, the participant will furnish the TSP's driver with two legible duplicate copies of the nontemporary storage inventory and will, in conjunction with the TSP's driver, check each item out of the storage lot in accordance with such inventory. If, at the time each item is checked out, there is a difference in the condition of the items from that listed on the nontemporary storage inventory, the TSP's driver will prepare an exception sheet noting thereon any shortage/overage, or differing conditions, cross referenced to the original participant's inventory. If no new damage or loss is discovered, an exception sheet will be prepared stating, "no differences noted", signed and dated by the warehouseman and driver. When the TSP's driver elects to make a new inventory, any differences as to shortage/overage or conditions, not listed on the original inventory, will be shown on an exception sheet as described above. In the event the opinion of the TSP's driver and the storage participant's representative differ as to shortage/overage or condition, both opinions will be listed on the exception sheet and separately identified as to source. Both the TSP's and the storage participant's representative will sign and date the exception sheet, each retaining a legible copy for their files. Such exception sheet will remain an internal industry document. In the event a claim is filed with the military activity, the TSP and/or storage participant will furnish legible copies of the exception sheet to the concerned claims officer. The participant shall also furnish a legible copy of the exception sheet to the Regional Program Management Officer when requested.

C-6 STORAGE REQUIREMENTS

a. Preparation of Articles for Storage.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-6 STORAGE REQUIREMENTS (Cont'd)

(1) Items having painted, enameled, porcelain, polished, or finished surfaces of other kinds shall be so protected as to prevent scratching, marring, or other damages to the surfaces from other items in the lot or from dust, moisture, etc. Articles having such surfaces shall be padded and wrapped or covered with appropriate materials.

(2) Articles such as garden tools, coil springs, television antennas/satellite dishes, etc., not subject to deterioration by dust need not be wrapped, but corrugated paper or other suitable material shall be used to separate these articles from finished articles in the same lot.

(3) The member shall ensure that power-driven equipment has been drained of all gasoline at residence. The participant shall tag or label to verify that no gasoline is present. All batteries shall be removed by the member, except for those lots identified as remaining in storage for less than one year, then the battery may remain. However, whenever the battery remains in the piece of equipment the cables must be disconnected from the battery terminals and the cable ends must be taped.

(4) The member has the obligation to remove all the gasoline and the battery from a motorcycle prior to pickup for storage. Also, to lubricate the gas tank interior, carburetor, control cables, and drain the radiator system. Oil does not require removal. Keys will remain with the participant, in the member's file, to facilitate handling and movement. Upon release from storage, the key will be placed in a suitable bag and affixed to the handlebars of the motorcycle. For lots identified as pending overseas movement the battery may remain in the motorcycle. However, the member must disconnect and tape the ends of the battery cables.

(5) The member has the obligation to properly prepare their computer for storage to include using the utility disk to lock down any hard drives and inserting the protective blank in any floppy drive(s).

## b. PRESERVATION OF ITEMS FOR STORAGE

(1) Insecticides or repellents shall be used to provide constant protection for all materials made wholly or partially of wool and other materials subject to insect damage.

(2) Rugs, rug pads and carpets, in addition to an application of insecticides or repellents when appropriate, shall be placed in individual dust-free cylinders or bags/covers of proper length or individually wrapped in 60 pound kraft-type wrapping paper and secured with tape or twine. Plastic sheeting/bags will not be used. However, when rugs, rug pads, or carpets are stored in cold storage rooms, or in fumigated rug rooms that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Rugs, pads or carpets shall not be folded for drayage or storage. Rust-free wire tags or other suitable identification labels not injurious to the fabric indicating the lot number, item number and owner's name shall be affixed to the rug and the outside container or wrapping. The warehouse location of rugs, rug pads and carpets shall be recorded as prescribed by provision C-6d.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-6 STORAGE REQUIREMENTS (Cont'd)

(3) Upholstered furniture, in addition to the application of insecticides or repellents when appropriate, shall be placed in individual containers or covered by prefabricated covers of paper or plastic, or individually wrapped in 60 pound kraft-type paper and secured with tape, twine or equivalent, or shrink wrap materials. When clear plastic coverings are used, care shall be taken to prevent fading or bleaching of materials. When such articles are stored in fumigated rooms or in individual containers that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Items will be identified as required in provision C-6d(3).

(4) Items, other than those listed above, susceptible to insect damage shall be stored in suitable, sealed containers, protected with insecticides or repellents.

(5) Pianos and organs shall be stored separately whether "open" or pallet storage is employed by the participant. Such instruments shall be shrouded in 60 pound kraft-type paper, or in cloth; insecticides or repellents shall be placed near the felts. Care shall be taken to store such instruments in areas of the warehouse where changes in humidity and temperature are at a minimum. When fumigated piano storage rooms that are sealed against the entrance of dust and escape of fumigants are used, the above specifications shall not apply. Identification will be in compliance with provision C-6d(3).

(6) The participant shall be responsible for ensuring that all chemicals used for repelling insects or vermin do not have a harmful effect on any of the stored property.

(7) The participant shall take all necessary measures for the prevention of mold or mildew and shall maintain periodic inspections as frequently as necessary to prevent damage to personal property in storage.

(8) The participant shall take all necessary measures for pest/insect control. A Commercial Pest Control company will be contracted with to provide monthly inspections and rodent bait stations/insect spraying. A written record of inspections must be available for review.

(9) The participant shall be responsible for ensuring that firearms are protected from loss, properly marked and stored in the center of the vault or bulk of the lot unless a separate secured storage area has been previously approved in writing by the Regional Program Management Officer.

(10) Motorcycles shall be placed upright, fully covered, and wrapped in a protective material with nothing touching or pressing on it and may be stored in a separate area of the warehouse. Identification will be in compliance with provision C-6d(3).

(11) Lawn mowers and other power driven equipment shall be stored in an upright position at the base of the shipment. If stored in a separate area of the warehouse, identification will be in compliance with provision C-6d(3).

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-6 STORAGE REQUIREMENTS (Cont'd)

(11) Boats on trailers will be stored on the trailer. Small boats not on trailers can be stored in racks or a separate area in such a manner so as to prevent damage. All items not permanently affixed to the boats shall be removed and packed to include inventorying and tagging as appropriate. Member is obligated to, and participant shall, ensure that gas tanks are empty and the batteries removed (except that batteries in boats stored for 1 year or less may remain, provided the cables have been disconnected and ends taped). The member shall remove the drain plug and if not permanently attached to the boat, place it in a cloth bag, or equivalent and tie it to the boat. Identification will be in compliance with provision C-6d(3).

## c. STORAGE AREA

(1) Areas assigned for preparation and storage of personal property shall be such as to prevent pilferage or damage by sunlight, heat, water or fire. Personal property shall be stored in areas that are dry, clean, free from dust, vermin and rodents, have adequate fire protection, and be accessible for routine inspection.

(2) Minimum clearance above stacks, width of aisles, accessibility of fire aisles, distribution of fire extinguishers, etc., shall be in accordance with existing local ordinances, the National Fire Protection Association codes, recommendations and standards and other nationally recognized codes and standards, whichever is more rigorous.

(3) Care shall be taken to ensure that personal property is not exposed to hazardous materials or operations inside or outside the warehouse. Flammables/combustibles will be kept in closed metal containers when stored in the warehouse. All combustible material outside the facility must be stored a minimum of 20 feet from the building, i.e., vaults, containers, trailers and vehicles. Severe hazards, as determined by the Regional Program Management Officer, may require further movement and/or a safety certification by the servicing fire department. Local conditions that prevent 20 feet clearance will also require a fire safety certification from appropriate local authorities.

(4) "No Smoking" signs shall be conspicuously posted in all storage areas and smoking restrictions shall be rigidly enforced. Smoking is prohibited during all phases of the storage program. This includes in the warehouse, around warehouse door areas, during the loading or unloading of vans and at any time that smoking would endanger the personal property.

(5) Waste or refuse shall be kept in metal containers with tight-fitting metal lids.

(6) Docks, aisles, driveways, and entrances shall be kept free of storage and equipment not being currently handled or operated.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-6 STORAGE REQUIREMENTS (Cont'd)

(7) Personal property shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids maintaining a minimum of at least 2 inches clearance from the floor to the bottom portion of the stored property. This elevation requirement shall apply after the three (3) working day handling-in period. Items waiting for the completion of handling-in services will be protected at all times. Mezzanines, decks or other permanent structures with solid flooring will also require two inch elevation of stored property. Containers or property will not be stored in contact with exterior walls. Height of personal property properly stacked loose shall not exceed 10 feet. Trash cans, extension ladders, lawn mowers, TV antennas/dishes, swing sets and other like outdoor items are excluded from these requirements. Segregated items shall not be stored on top of movable storage containers or storage boxes.

(8) Heating, electrical, plumbing and other systems shall be in good working order, maintained in sound condition and meet all requirements of local ordinances or nationally recognized codes. Extension cords shall not be used in the warehouse, except a heavy duty cord may be used to operate hand held power equipment/machines while in use.

(9) The operation and/or garaging of all power equipment within the warehouse, with the exception of forklifts, pallet jacks, sweepers, or other items specifically authorized by the Regional Program Management Officer or the cognizant fire department, is prohibited. Warehouses must be operated in accordance with nationally recognized codes and standards (American Insurance Association, National Fire Protection Association, American Standards Association, etc.). In addition, local codes and standards will be adhered to. Gas pumps and other fuel storage shall meet all provisions of the local ordinances and nationally recognized codes and standards, whichever are more rigorous. Electrical storage batteries shall not be recharged in the warehouse unless proper procedure, in accordance with all local and national fire codes and standards, has been taken to prevent explosion from the gas generated.

(10) Automatic sprinkler systems require inspection by a licensed or qualified sprinkler maintenance contract on a quarterly basis, within a 90-day period in accordance with National Fire Protection Association, etc. A licensed contractor shall be required where state or local authorities license such contractors. Fire detection and reporting systems require inspection of the electronic monitor by a licensed or qualified contractor on a monthly basis, within a 30-day period.

(11) Fire extinguishers shall be inspected and serviced at a minimum annually, and properly mounted in accordance with applicable fire codes. All gas or electric warehouse handling equipment must be equipped with the proper type fire extinguisher.

d. LOCATOR SYSTEM AND LOT IDENTIFICATION. The participant shall maintain an up-to-date locator system that will permit the prompt identification and location of each lot and individual items required to be stored separately.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-6 STORAGE REQUIREMENTS (Cont'd)

(1) An example of an acceptable locator system appears at Attachment 5. An acceptable system requires the following minimum control data for the pallet/box locator sheet: Owner's Name, Rank/Grade, Lot Number, Date in and Type of Storage, Pallet/Box Number and Location. All pallets/boxes must have an assigned, distinctive number.

(2) The bottom portion of Attachment 5 reflects a numbering system for control of items by inventory number within each pallet/box. Use of this portion of the locator form is optional, but highly recommended.

(3) Segregated items, such as rugs, rug pads, upholstered pieces, pianos, organs, oversized items, lawn mowers, garden tractors, tillers, bicycles, TV antennas, satellite dishes, ladders, tires, motorcycles, boats, will have an identity tag reflecting the owner's name, lot number, item number and service order number. This tag will be fastened to the item by rustproof wire, string, or plastic.

(4) The master locator sheet, reflecting all information on the pallet/box locator sheet and in addition, Service Order Number, each Pallet/Box Number and its location and a list of segregated items and location, will be kept in the office jacket file. A duplicate copy of the master locator sheet will be kept in either the warehouseman's files, if physically maintained in the warehouse, or affixed to a pallet/stack if warehouse files are not maintained.

e. **WAREHOUSE SECURITY.** The participant shall have established protective procedures for the facility(ies) to ensure the adequate safeguards have been taken to preclude unauthorized access. Particular attention shall be given to doors, exterior door hinges, windows, skylights, roof vents, cupolas, metal side panels, etc., to ensure that they do not permit simple entry on the part of unauthorized persons. Specific procedures are to include:

(1) Participant's employees within their area of responsibility must be counseled on the importance of security and shall be made aware of specific security procedures established by the participant for each storage facility.

(2) Movement of outsiders within a warehouse shall be closely controlled and monitored by the participant and/or his employees.

(3) Two keyed locking mechanisms are required on all warehouse access doors, with keys issued to authorized employees only. An electronic detection system, approved by the Regional Program Management Officer, may be substituted for one of the required locking mechanisms. Electrically operated overhead doors must also be secured with two locking devices or an electronic detection system and one keyed locking mechanism.

(4) Access walk-in doors, warehouse doors and warehouse/ office windows which would permit warehouse entry by breaking glass panes, requires installation of heavy metal mesh or bars, or installation of an approved electronic detection system.



## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-6 STORAGE REQUIREMENTS (Cont'd)

(5) The doors on all closed vans will be secured with heavy duty (case hardened) padlocks or surface key locks.

C-7 PARTICIPANT'S DUTIES - LOCATION OF STORAGE FACILITIES

a. The participant shall complete pickup and drayage services ordered hereunder on the date specified on the DD Form 1164 for such services and shall proceed in compliance with provisions of provision C-2e. The participant shall begin performance of handling-in services upon arrival of the property at the warehouse, to include placing the property within the facility. When the participant chooses to allow the personal property to remain on the truck until the next working day he will be held liable for any loss or damage occurring during this time without regard to cause. The participant shall have three (3) working days from the date of pickup to complete the remaining handling-in services. Items waiting for the completion of handling-in services will be protected at all times. The participant shall begin performance of handling-out services as ordered; however, the participant shall be given advance notice of at least five (5) working days.

b. The participant shall treat each lot placed in storage as a result of issuance of a DD Form 1164 as a separate entity for the purpose of separation, identification, and delivery and shall otherwise comply with all applicable laws and regulations with respect to separate identification.

c. The participant shall furnish to the Transportation Officer within seven (7) working days after receipt of each lot of personal property the applicable weight certificates, with the original and one copy of a nonnegotiable warehouse receipt for each lot stored. The warehouse receipt shall, in addition to the information required by applicable law, contain the following: (1) member's name, grade or rank, and social security number (SSN); (2) member's mailing address as provided in the service order; (3) the number of both this Tender of Service, as modified, and the service order; (4) inventory description of household goods in accordance with provision C-5 (see Attachment #4); (5) net weight determined in accordance with provision C-4(i); (6) location of warehouse, as shown on the inventory form; (7) participant's number for the lot; (8) notation of any overage, shortage, or damage; (9) liability in accordance with this Tender of Service; and (10) first and last inventory item numbers and total number of inventory items. The use of a legible combination inventory-warehouse receipt form is acceptable if the form contains all the information required by applicable laws and this Tender of Service. When storage or other services are at Government expense, the provisions of the service order and this Tender of Service shall govern in the event of any inconsistency between the service order and Tender of Service on the one hand and the warehouse receipt on the other. For this purpose, the term "inconsistency" is extended to include any provision of a warehouse receipt that is in addition to, or in excess of, the provisions of a service order or this Tender of Service.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-7 PARTICIPANT'S DUTIES - LOCATION OF STORAGE FACILITIES (Cont'd)

d. In the event that, after coming into the custody of the participant, personal property is stolen, lost and/or damaged during attempted theft, lost and/or damaged as a result of fire (including water damage incident to a fire), flood, earthquake, tornado, or any other similar type of occurrence, or if the property is subject to the probability of loss and/or damage so that without preventative measures being taken, loss and/or damage is likely to result, the participant shall immediately notify the Regional Program Management Officer by the quickest means of communication, and the participant shall take immediate action to protect the property from further loss and/or damage. The Regional Program Management Officer shall immediately conduct an investigation into the circumstances surrounding the incident to determine the responsibility for the incident and/or release of such responsibility on the part of the participant. The Regional Program Management Officer reserves the right to award/not award any business during the period of the investigation.

(1) The participant shall immediately, at its own expense, proceed to unpack all affected containers, boxes, cartons, etc. The participant shall take such steps as are necessary to properly dry items which are wet or damp. The participant shall submit within ten (10) working days, or such longer period as the Regional Program Management Officer may authorize, in writing, a report, at no cost to the Government, of the loss and/or damage to each item or article listed on the inventory or warehouse receipt, in duplicate, to the Transportation Officer(s), with a copy to the Regional Program Management Officer. In addition, the participant shall, as directed by the Transportation Officer, accomplish dry cleaning, laundering, oiling finished surfaces with an appropriate furniture oil, and other similar preventative measures, and repack and restack the items for continued storage. Reimbursement, if authorized by the Regional Program Management Officer, to the participant for work done in conjunction with avoiding or mitigating damages due to disasters covered by this provision shall not exceed actual costs and shall include no direct or indirect element of profit to the participant. The participant shall maintain a complete record of all labor and material (by lot) used in carrying out these duties and responsibilities. In no event will the Government be financially responsible for any costs included in participant's insurance coverage for which his insurance TSP assumes the responsibility for payment.

(2) Costs incurred by the participant incident to the performance of the services directed by the Transportation Officer shall be borne initially by the Government subject to a final decision by the Regional Program Management Officer of the participant's liability. The participant shall not dispose of any damaged items or articles except with the written approval of the Transportation Officer.

(3) No action taken by the Regional Program Management Officer under this provision shall in any way constitute a waiver of the liability imposed by Section H-6 (Liability for Care of Property), hereof upon the participant who shall continue to be liable in accordance with the provisions thereof as if no action had been taken under this provision, nor shall it be deemed to constitute a waiver of any other liability imposed by law or by any of the other provisions of this Tender of Service.

(4) In any other cases of shortage or damage to personal property while in its possession, custody, or control, the participant shall, without additional cost to the Government, furnish to the Transportation Officer a complete report of the incident, in duplicate, with a copy to the Regional Program Management Officer, within five (5) working days, following the detection and/or occurrence.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-7 PARTICIPANT'S DUTIES - LOCATION OF STORAGE FACILITIES (Cont'd)

e. The participant agrees that while personal property remains in a warehouse under the provisions of this Tender of Service, the participant will maintain such warehouse in accordance with the Department of Defense fire protection standards and recognized national and local fire ordinances or codes, to include National Fire Protection Association recommendations and standards (DOD 4500.9R, Appendix D).

f. Whenever a change in business organization or corporate structure (e.g., stock sale/transfer, name change, officer change, or sale) is anticipated or planned, the participant shall notify the Regional Program Management Officer immediately, but in no event later than 30 days prior to effecting the change. The participant agrees to notify the Regional Program Management Officer, in writing, immediately when changes (e.g., bankruptcies, foreclosures, warehouse seizures, levies, search warrants, etc.) occur which may affect performance under the Tender of Service.

g. The participant shall not release personal property from storage during the storage period except upon the written authorization of the Transportation Officer.

h. The participant shall procure warehousemen's legal liability insurance and furnish to the Regional Program Management Officer a certificate of insurance from the insurance company (see Attachment 3) to cover personal property stored in the participant's warehouse(s). The participant shall:

(1) Maintain coverage in force for property accepted by the participant under contract for any Government agency;

(2) Maintain coverage in minimum limits of \$1.25 per pound at each location;

(3) Provide a 30-day advance written notice to the Regional Program Management Officer in event of cancellation or any material change and/or reduction in the coverage. Upon cancellation of the present insurance policy, the participant must provide evidence of continuing insurance to the Regional Program Management Officer at least 10 days prior to cancellation date of present policy;

(4) Maintain deductibles in any policy which are applicable on an occurrence basis and which do not exceed \$100.

(5) Maintain Warehousemen's Legal Liability Insurance with an underwriter who maintains a policyholder's rating of "A" or better in the current issue of Best's Insurance Guide. A Reinsurance Assumption Endorsement may be executed by an underwriter to meet the required criteria.

## PART I - SECTION C - TECHNICAL PROVISIONS (Cont'd)

C-7 PARTICIPANT'S DUTIES - LOCATION OF STORAGE FACILITIES (Cont'd)

- i. The participant shall store personal property only in facilities listed below:

LOCATION (Street Address, City, State, Zip Code)	FIRE CLASS	WEIGHT LIMIT	WAREHOUSE NO/CODE

Note: At no time shall the total weight stored exceed the weight in pounds authorized for each location. In order to ensure that limits indicated for each location are not exceeded, a record will be maintained for each location reflecting the number of lots and total weight of lots stored by the Government under this and other Tenders of Service.

j. In cases where an insurance TSP of the member, or participant, assumes responsibility for the cost or makes payment to the participant for any or all of the preventative measures, the expenses of which are to be borne by the Government, the participant shall, as soon as practicable, notify the Regional Program Management Officer thereof. Where the Government has already made payment, the participant shall, in accordance with the direction of the Regional Program Management Officer, reimburse the Government to the extent that the insurance TSP has made payments.

k. The participant shall, without additional expense to the Government, be responsible for obtaining any necessary operating authority, licenses and permits prior to entering into a binding Tender of Service agreement and for complying with all laws, ordinances, statutes and regulations in connection with the furnishing of the services herein.

## SECTION D - RESERVED

## SECTION E - INSPECTION OF TRANSPORTATION

The Government has the right to inspect and test the participant's services, facilities, and equipment at all reasonable times. The participant shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

## SECTION F - PERFORMANCE PERIOD

The estimated period of storage shall be set forth on service orders issued in accordance with Section H-3, "Service Orders".

## SECTION G - TENDER OF SERVICE ADMINISTRATION DATA

## PART 1      SECTION G   TENDER OF SERVICE ADMINISTRATION DATA (Cont'd)

G-1   PAYMENT ADDRESS

Indicate below the address where payment should be mailed when not paid by EFT.

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G-2   INVOICES

Invoices shall be submitted in original and 4 copies to the Transportation Officer unless otherwise directed by the Transportation Officer. Mechanized invoices may be used provided they satisfy the accounting practices of the individual military services. Government furnished invoices must be used when provided. Invoices shall be submitted (a) monthly with respect to pre-storage, handling-in, handling-out and post-storage services and (b) quarterly with respect to storage. Either consolidated or single lot quarterly invoices for storage shall be submitted and shall contain the following information for each lot number.

- (1) Tender of Service Number and applicable rate modification number.
- (2) Service order number.
- (3) Period of storage for which payment is claimed.
- (4) Item designation of services for which payment is claimed from the Schedule of Services and Rates for Personal Property, (Section B).
- (5) Participants's lot number.
- (6) Weight as determined in Section C-4i.
- (7) Member's name(s), grade(s) or rank(s), and social security number(s).
- (8) The fund citation(s) appearing on initial or supplemental service order(s).

## PART 1 SECTION H SPECIAL REQUIREMENTS

H-1 RATE SUBMISSIONS

a. Rates will be submitted by the participant on company stationery/letterhead or on the Schedule of Services and Rates for Personal Property (Section B). Rate decreases may be submitted on or before the fifteenth of any month to become effective on the first day of the second subsequent month. Rate increases may only be filed to become effective 1 May or 1 November. Rates submitted will remain in effect until revised as provided herein. Revised rates will be incorporated into the Tender of Service by modification. Rate submissions must be postmarked no later than the fifteenth of the entry month, regardless of weekends and holidays. Each rate item is considered individually. Increases for any single item can be accepted only during the period of increases.

All rates become effective on the first calendar day of a given month.

b. Participants must submit offers for all zones and on all items enumerated in the Schedule of Services and Rates for Personal Property (Section B). If there is to be no charge for an item, an entry such as "No Charge", or the letters "NC", must be made in the unit price column of the schedule. If the participant does not have operating authority for a zone listed on the schedule, an entry of "No Operating Authority" or "NOA" must be entered in the unit price column of the rate schedule. When rate schedules are filed at more than one installation, the rates for Item I - Packing, Item II – Wardrobes / Hi-Value Items, Item IV - Handling-In, Item V - Storage, Item VI - Handling-Out and Item VIII - Unpacking, must be the same for each installation. For example, the price of Item I must be identical to the price for Item I in a second rate schedule submitted for another installation.

c. Participants must submit a properly completed Certificate of Independent Price Determination (Attachment 1) with all rate filings.

d. The rate schedule is intended to be all-inclusive. The Transportation Officer may approve payment, in advance, in writing, for unusual service requirements depending on the specifics of the individual move.

e. The signing of this Tender of Service is a certification that the prices shown herein are no higher than the rates charged the most favored customer being furnished the services contemplated herein.

H-2 USING ACTIVITIES - TRANSPORTATION OFFICERS

a. The Regional Program Management Officer executing this Tender of Service shall notify the participant, in writing, of the names and locations of using activities authorized to issue service orders for personal property under this Tender of Service. The Transportation Officer of each using activity shall notify the participant and the program management officer, in writing, of the names of all Transportation Officer representatives authorized to issue service orders for the using activity under this Tender of Service.

## PART I - SECTION H - SPECIAL REQUIREMENTS

## H-2 USING ACTIVITIES - TRANSPORTATION OFFICERS (Cont'd)

b. When the Transportation Officer determines that the member is no longer entitled to storage of personal property at Government expense, the Transportation Officer shall give the participant, in writing, a 30 day notification of such determination. Copy of this notification is provided to the member. The Transportation Officer shall also provide the participant with the owner's permanent mailing address. At the expiration of the entitlement period, the Transportation Officer shall deliver to the member the ORIGINAL copy of the warehouse receipt and/or combination inventory-warehouse receipt for the personal property and the participant shall thereafter recognize the member as the depositor of the personal property and look to the member for payment of such future charges not payable by the Government.

c. The Government shall be liable only for payment of charges resulting from the performance of services, furnishing of materials or facilities, as ordered by the Transportation Officers.

d. Except to the extent of service order(s) issued hereunder, the Tender of Service shall not obligate Government funds in any way.

H-3 SERVICE ORDERS

a. When a using activity requires the service of a participant, the using activity Transportation Officer will notify the participant that the participant's offer has been accepted, of the estimated weight of the personal property involved, and any other information as may be pertinent. This acceptance may be oral or in writing but oral acceptance will be followed by written confirmation (DD Form 1164).

b. When a participant has the facilities available and capability to perform the requested services, the participant shall advise the Transportation Officer of the acceptance of the order to perform and provide a lot number. Rates in effect on the date of offer are the rates applicable and thereafter used. If the participant cannot continue its offer during a given period of time or at a specific storage facility, the participant will so notify the Transportation Officer orally. Written confirmation must be sent to the Transportation Officer and the Regional Program Management Officer. Selective refusal, i.e., a participant's failure to honor its offer on a selective basis indicating continuous avoidance of service orders by size or service area is a violation of this clause and may be grounds for termination of the Tender of Service.

c. To confirm the acceptance, the Transportation Officer shall issue a DD Form 1164, Service Order for Personal Property, incorporating the terms of the acceptance, within the time set forth in the participant's offer of services. Upon receipt of the service order, the participant shall be obligated to furnish the specified services in accordance with the provisions of said service order and this Tender of Service. An enforceable agreement is entered into when the participant receives the Government service order for the specified services in accordance with the terms and conditions of this Tender of Service. Upon receipt of the initial service order (with respect to any lot of personal property), the participant shall be obligated to furnish such additional services listed in the Schedule of Services and Rates for Personal Property (Section B), or authorized under the Extras Clause, as may be ordered by supplemental service orders in effect at the time of the initial order.

## PART I - SECTION H - SPECIAL REQUIREMENTS (Cont'd)

H-3 SERVICE ORDERS (Cont'd)

d. Initial service orders shall be for a period ending on the day preceding the first day of the succeeding government fiscal year (or in the case of temporary storage, for a period ending not later than 6 months thereafter). In each case the service order shall be renewable, at the option of the Government, for 4 successive fiscal years on an annual basis (or such lesser period as the services are required) at the same rates and on the same terms as in effect under the initial service order. Renewal shall be evidenced by written notice to the participant. The date of performance of, and citation of funds for, handling-out and post-storage services shall be included in a supplemental service order. For lots remaining in storage under this Tender of Service past the 4th successive fiscal year, the active participant shall be obligated to negotiate rates not to exceed his present rates for an additional 4 successive fiscal years. For inactive Tenders of Service the Regional Program Management Officer, on an annual basis, will negotiate the rate.

e. When it is known by the Transportation Officer, prior to the issuance of a service order, that a portion of the member's personal property will be withdrawn at Government expense for subsequent shipment, and the other portion will remain in storage, two separate service orders shall be issued and the transaction treated as two lots which shall require two inventories and two warehouse receipts. When the Transportation Officer does not know this information and the member is, subsequent to storage, entitled to partial removal, a supplemental service order shall be issued for handling out of only that portion of the lot that must be handled to permit removal of the property for shipment, and handling-in for the portion that must be restored. Actual weight must be determined by weighing the articles released from storage and subtracting this weight from the original storage weight. The participant shall provide the Transportation Officer with an estimate of the total weight to be handled out prior to issuance of the service order for partial removal. The participant shall furnish to the Transportation Officer a new or revised warehouse receipt and/or combination inventory warehouse receipt, original and one copy, listing only those items remaining in storage, conforming with the provisions of C-7.

H-4 CHARGES

a. Charges under initial service orders and all supplemental orders shall be computed at the rates set forth in the Schedule of Services and Rates for Personal Property (Section B) in effect on the date services are ordered under the initial service order.

b. Monthly storage charges shall be payable in accordance with the rates set forth in the Schedule of Services and Rates for Personal Property (Section B) and computations set forth below:



## PART 1 SECTION H SPECIAL REQUIREMENTS (Cont'd)

## H-4 CHARGES

(1) Storage charges are payable for a calendar month, except one-half month's storage charge shall be paid on lots received for storage on or after the 16th day of a month and lots released from storage on or before the 15th day of a month.

(2) In the event a partial removal of a lot is made or destruction or loss occurs on or before the 15th day of a month, the participant shall be paid one-half month's storage for the beginning weight and one-half month's storage for the remaining weight for that month. If the partial removal is made, or destruction or loss occurs, on or after the 16th day of the month, the participant shall be paid a full month storage for the weight recorded at the beginning of the month. Charges for the succeeding month(s) shall be computed on the weight remaining in storage. (Handling-out and handling-in charges, per Section H-4, shall be in addition to the storage charges.)

c. Charges for items described in the Schedule of Services and Rates for Personal Property (Section B) shall be computed on the basis of the net weight of the lot including necessary cartons, packaging, packaging materials, crates for mirrors, pictures, table tops, etc., but excluding the weight of any blocking, bracing, dunnage, pallets, pallet boxes, and other containers.

d. All items of service ordered shall be subject to and payable on the basis of a minimum weight of 500 pounds net.

e. Where partial removal of a lot is less than 100 pounds, no adjustment will be made in the remaining storage weight.

f. The Government shall not be liable for storage or service charges in connection with that portion of a lot, which is in excess of weight limitations imposed by law or regulation, or in connection with lots remaining in storage after the expiration of the period of entitlement of a member to storage at Government expense.

g. The participant shall provide such special handling and additional protection as the member may request. However, the charge therefore shall be a matter of independent agreement with the member, and the Government shall not be liable therefore.

H-5 COMPENSATION

a. The Government reserves the right to award transportation of any lot of personal property stored with a participant to any TSP the Government may select. The participant shall promptly, and in accordance with the direction of the appropriate Transportation Officer, make lots available to the receiving TSP on a properly protected loading area of the participant in a condition satisfactory to be received by such TSP. The participant shall permit any such TSP to inventory and load property from its facility without any charge to the receiving TSP or the Government and will acknowledge the receiving TSP's notation of damage or shortage by signing the receiving TSP's exception sheet or rider, noting the damages and/or shortages, or by allowing the receiving TSP's agent to note damages and/or shortages on the participant's inventory form. The participant is obligated to repack, at no cost to the Government, any carton refused by the TSP due to improper packing that has been verified by the Transportation Officer, or their representative.

## PART I SECTION H - SPECIAL REQUIREMENTS (Cont'd)

H-5 COMPENSATION (Cont'd)

b. In the event the TSP does not pick up the lot on the specified date, between the hours of 0800 and 1700, the participant shall notify the Transportation Officer and continue to store, protect and be responsible for the property. Appropriate compensation will be made for restoring the shipment, upon approval of the Transportation Officer. The DD Form 1164 will be amended and/or reissued to authorize the additional cost and document the TSP failure as the cause of the additional cost. Further, the PPSO will initiate set-off action against the TSP on the applicable bill of lading through the service finance center for the extra charges attributed to the TSP for not picking up the storage lot as scheduled. In the event a storage participant fails to prepare a lot (either partial or full) for pickup by the line haul TSP on the agreed date, the Transportation Officer will advise the Regional Program Management Officer. The Regional Program Management Officer will initiate set-off action against the participant for the extra charges attributed to the participant for not preparing storage lot as ordered.

c. When it is desired to remove all or part of a lot from the participant's warehouse, the participant may be unable to deliver some items to the TSP because of inability to locate them. In the event that the participant subsequently finds these items in the warehouse, the participant shall be responsible for all shipping charges (in excess of what it would have cost the Government had the item(s) moved with the main lot) from the storage facility to the base, installation or home address where the military member is located. In the event the wrong lot or items are shipped/delivered, the participant will be responsible for shipping costs of returning the erroneous lot or items and delivering the correct lot or items. Compensation to the participant will not be over and above what it would have originally cost had the correct lot or items been delivered.

d. When the participant attempts pickup at residence on the date specified on the DD Form 1164, and the member/member's representative is not available at residence, the participant, upon approval of the Transportation Officer, shall be paid the drayage rate (Item 3, Schedule of Services and Rates for Personal Property (Section B)) on a 500 pound shipment (minimum weight).

e. When the participant attempts delivery at residence on the date specified on the DD Form 1164, and the member is unable to accept the shipment at residence, and the participant returns the shipment to his warehouse, the participant, upon approval of the Transportation Officer, shall be paid the handling and delivery rate (Item 4 and Item 7, Schedule of Services and Rates for Personal Property (Section B)) on actual weight.

f. When ordered on DD Form 1164, the participant will prepare an inventory for high/extraordinary value items and such "special services" shall be payable according to the rates set forth in the Schedule of Services and Rates for Personal Property (Section B). The Transportation Officer must annotate the requested special services on the DD Form 1164.

## PART I - SECTION H - SPECIAL REQUIREMENTS (Cont'd)

H-6 LIABILITY FOR CARE OF PROPERTY

a. Except as hereafter provided, and notwithstanding payment for storage and other services, the participant shall be liable in an amount not exceeding \$1.25 times the net weight (in pounds) of the shipment or 500 lbs. minimum, whichever is greater, for any loss or damage to personal property caused by the failure to exercise the care of a reasonably prudent owner of similar property. The participant shall not be liable for any loss or damage to the personal property that is caused by acts or conditions beyond its control and without fault or negligence. The participant shall not be liable for loss or damage to any documents, evidence of debt, money, records, specie, jewelry, accounts, bills, currency, deeds, notes, stamps, securities, common TSP or other tickets, passports or letters of credit not specifically listed on the warehouse receipt and shall be under no obligation to accept the same for storage; however, if such property is accepted and listed on a warehouse receipt, the participant shall be liable for such property in the same manner as it is liable for personal property.

b. The participant shall inform the member of the member's right to declare, in writing, a value of any article or package of personal property in excess of \$50.

c. The participant shall make prompt settlement directly to the member or the Government on any claim for loss or damage to personal property for which there is liability under the provisions of this Tender of Service. Participants receiving a written claim for loss or damage to property stored by it shall acknowledge receipt of such claim, in writing, to the claimant (either the member or the Government) within 10 working days after its receipt by the participant. The participant shall, at the time such claim is received, cause the date of receipt to be recorded on the claim. Every participant that receives a claim for loss or damage to personal property stored by it shall pay, decline or make a firm compromise settlement offer, in writing, to the claimant within 120 days after receipt of the claim by the participant. However, if the claim cannot be processed and disposed of within 120 days after receipt thereof, the participant shall at that time and at the expiration of each succeeding 30 day period while the claim remains pending, advise the claimant, in writing, of the status of the claim and the reasons for the delay in making final disposition thereof.

d. In the event the participant stores personal property in a facility which has not been approved by the Regional Program Management Officer, the participant shall be absolutely liable for all loss or damage to the property, without regard to cause. The participant will be responsible for all costs associated with the movement of the storage lots to an approved warehouse.

H-7 ANNUAL DOCUMENTATION REQUIREMENT

The participant shall furnish all required documentation listed in Attachment #6 prior to the date indicated.

## PART I - SECTION H - SPECIAL REQUIREMENTS (Cont'd)

H-8 POSSESSION OF THIS TENDER OF SERVICE

The participant shall possess a copy of this Tender of Service, including modifications, which will be readily available for Department of Defense inspectors. The participant is responsible for ensuring that his employees are familiar with the provisions (with modifications) of this Tender of Service.

H-9 CONTRACTING

The participant shall not contract with other persons or firms for the performance of any service ordered under this Tender of Service unless prior written approval has been received from the Regional Program Management Officer.

H-10 REPORTING PROCEDURES FOR LOSS AND DAMAGE

a. Upon delivery of the personal property, it is the responsibility of the participant to provide the member with 3 copies of DD Forms 1840 and 1840R, Joint Statement of Loss or Damage at Delivery, (Attachments 7 and 8) and to obtain a receipt therefore in the space provided on DD Form 1840. A copy of the completed DD Form 1840 shall also be provided by the participant to the Transportation Officer within 30 days of the date of delivery of personal property to the member. Jointly with the member, loss of or damage to the personal property shall be noted at the time of delivery on DD Form 1840. For later discovered loss or damage, including that involving packed items for which unpacking has been waived in writing, written documentation on DD Form 1840R advising the participant of later discovered loss or damage, dispatched not later than 75 days following delivery, shall be accepted by the participant as overcoming the presumption of the correctness of the delivery receipt.

b. The participant's failure to provide DD Form 1840 and 1840R and to have proof thereof will eliminate any requirement for notification to the participant. Written notice using DD Forms 1840 and 1840R is not required by the participant in case of major incidents described by provision C-7(d), which requires the participant to notify the applicable Regional Program Management Officer and appropriate Transportation Officers of the details of fires, vandalism, and similar incidents which produce significant loss, damage or delay.

c. Loss of or damage to personal property discovered more than 75 days after the date of delivery will be presumed not to have occurred while the property was in possession of the participant unless good cause for the delay is shown, such as the officially recognized absence or hospitalization of the service member during all or a portion of the period of 75 days from the date of delivery.

d. The participant will be deemed to have waived the right to inspect if:

(1) Exceptions were taken at time of delivery and the participant fails to inspect within 75 days from the date of delivery; or if:

PART I - SECTION H - SPECIAL REQUIREMENTS (Cont'd)

H-10 REPORTING PROCEDURES FOR LOSS AND DAMAGE (Cont'd)

(2) Written documentation of loss or damage has been dispatched within 75 days from the date of delivery and the participant fails to inspect within 45 days from the date of such dispatch or 75 days from the date of delivery, whichever is later.

e. No claim shall be denied due solely to participant's lack of opportunity to inspect prior to repair when the nature of the damaged item, such as a refrigerator, washer, dryer, or television, required immediate repair.

f. The 120 day period within which participants must settle a claim for loss or damage does not commence until receipt of a formal claim. (RMSO's offset)

g. It is agreed that the claim will be limited to the items indicated on the DD Forms 1840 and 1840R, except as indicated above. The claim for loss and/or damage shall not be limited to the general description of loss or damage to those items noted on DD Forms 1840 and 1840R.

H-11 SIC CODE AND SMALL BUSINESS SIZE STANDARD

a. The standard industrial classification (SIC) code for this acquisition is 4214.

(1) The small business size standard is \$18.5 million dollars.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

H-12 NOTICE - FACSIMILE DOCUMENTS

Policy on acceptability of documents transmitted by a facsimile machine in relation to this Tender of Service. No facsimile of the following documents will be accepted. Original signatures of authorized representatives of your company or original signature certifications are required.

a. Rate change requests (Ref: Section H-1a).

b. Insurance certificates (Ref: Section C-7h(4)).

## PART I - SECTION H - SPECIAL REQUIREMENTS (Cont'd)

H-12 NOTICE – FACSIMILE DOCUMENTS (Cont'd)

- c. Financial statements (Ref: Annual Review Requirements Attachment 6).
- d. Signature pages (Ref: Section A, Pages 1 and 2).

Facsimiles will be accepted for Freedom of Information Act requests (FOIAs) but will not be answered by facsimile. The Regional Program Management Officer on a case-by-case basis will accept other documents under the Tender of Service.

## PART II - SECTION I

I-1 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Participant's EFT information.

(1) The Participant is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Participant certifies in writing to the payment office that the Participant does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Participant shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Participant provides EFT information applicable to multiple contracts, the Participant shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Participant's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Participant shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Participant shall provide a separate notice to each office. In the event that the EFT information changes, the Participant shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Participant shall provide the following information for both methods in a form acceptable to the designated payment office. The Participant may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Participant's name and remittance address, as stated in the contract, and account number at the Participant's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Participant official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Participant's financial agent.

(ii) Participant's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Participant's financial agent.

(ii) If the Participant's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Participant shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Participant or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Participant may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Participant's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Participant EFT arrangements. The Participant shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Participant shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Participant-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Participant-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Participant is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Participant, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Participant within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Participant assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Participant. EFT information which shows the ultimate recipient of the transfer to be other than the Participant, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Participant does not wish to receive payment by EFT methods for one or more payments, the Participant may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.





(k) Change of EFT information by financial agent. The Participant agrees that the Participant's financial agent may notify the Government of a change to the routing transit number, Participant account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Participant agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Participant. The Participant agrees that the agent's notice of changed EFT data is deemed to be a request by the Participant in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

### PART III - SECTION J - LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS

- |   |         |
|---|---------|
| 1. Certificate of Independent Price Determination<br>(APR 1985) , Attachment #1       | 2 Pages |
| 2. Service Order for Personal Property<br>(DD Form 1164), Attachment #2               | 1 Page  |
| 3. Certificate of Insurance (format), Attachment #3                                   | 1 Page  |
| 4. Household Goods Descriptive Inventory, Attachment #4                               | 1 Page  |
| 5. Locator Sheet (format), Attachment #5  | 1 Page  |
| 6. Annual Review Requirements, Attachment #6 <b>(revised)</b>                         | 1 Page  |
| 7. Joint Statement of Loss or Damage at Delivery<br>(DD Form 1840), Attachment #7     | 1 Page  |
| 8. Notice of Loss or Damage<br>(DD Form 1840R), Attachment #8                         | 1 Page  |
| 9. Private Vehicle Shipping Document for Motorcycle<br>(DD Form 788-2), Attachment #9 | 2 Pages |

### PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS OF OFFEROR

#### K-1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

##### a. The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS OF OFFEROR (Cont'd)

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above, \_\_\_\_\_

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-2 EXTRAS

Except as otherwise provided in this tender of service, no payment for extras shall be made unless the Transportation Officer has authorized such extras and the price in writing.

## ANNUAL REVIEW REQUIREMENTS

AS STATED IN SECTION C, CLAUSE C-1d, THIS TENDER OF SERVICE SHALL BE REVIEWED, AS A MINIMUM, ANNUALLY. IN ORDER TO ACCOMPLISH THIS REVIEW, THE PARTICIPANT SHALL FURNISH THE FOLLOWING INFORMATION AND DOCUMENTS TO THE REGIONAL PROGRAM MANAGEMENT OFFICER EACH YEAR NO LATER THAN 01 OCTOBER:

- A. A COPY OF THE LATEST COMPLETE FISCAL YEAR (12 MONTH) FINANCIAL STATEMENT (BALANCE SHEET AND PROFIT AND LOSS STATEMENT), CERTIFIED BY EITHER AN INDEPENDENT PUBLIC ACCOUNTANT OR AN OFFICIAL OF THE FIRM, THAT IT TRULY AND FULLY SETS FORTH THE FINANCIAL CONDITION OF THE FIRM. THE STATEMENT MUST BE IN A FORMAT CONSISTENT WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. "CASH BASIS" STATEMENTS ARE UNACCEPTABLE.
- B. A CERTIFICATE OF INSURANCE IN EFFECT (REFERENCE SECTION C, PARAGRAPH C-7H AND ATTACHMENT 3). IF THE PRESENT CERTIFICATE ON FILE WITH THE REGIONAL STORAGE MANAGEMENT OFFICE (RSMO) IS ACCURATE, A NEW CERTIFICATE IS NOT REQUIRED.
- C. A. STATEMENT AS TO WHETHER OR NOT THERE HAVE BEEN ORGANIZATIONAL CHANGES WITHIN THE FIRM (E.G., CHANGE OF NAME, OWNERSHIP, OFFICERS, CORPORATE STRUCTURE, ETC.) DURING THE PREVIOUS YEAR AND, IF SO, WHAT THE CHANGES WERE. AN AUTHENTICATED COPY OF THE MINUTES OF EACH CORPORATE MEETING DURING WHICH THE CHANGE (S) WAS/WERE EFFECTED OR APPROVED SHALL BE FURNISHED WITH SUCH NOTIFICATION, WHEN APPLICABLE (REFERENCE SECTION C, PARAGRAPH C-7F).
- D. A COPY OF A LEASE IN EFFECT AND/OR EVIDENCE OF OWNERSHIP (E.G., TAX RECEIPT) FOR EACH STORAGE LOCATION APPROVED UNDER THE TENDER OF SERVICE. IF PRESENT LEASE ON FILE WITH THE RSMO IS CURRENT, A NEW LEASE IS NOT REQUIRED